

EXHIBIT B
NETWORK HUT SITE LEASE TERMS

1. Legal Description of Network Hut Site Location.

Network Hut Site #RDU126

The Network Hut Site, as defined within the Agreement, shall be the area labeled "Proposed Compound: 32' x 50' License Area" of 1600 sq feet ("Compound Area") and "Proposed Access Corridor" of 1900 sq feet ("Access Area") on the Site Plan for this Site (see Exhibit C attached hereto).

Address: 1800 Morehead Avenue, Durham, NC 27707

Parcel #: 108679

2. Annual Fees.

Based on 3,500 Rentable Square Feet, comprised of a 1,600 square foot Compound Area and a 1,900 square foot Access Area; annual rent payable shall be \$7,000.00.

3. Other terms or requirements applicable to Network Hut Site.

- a. Rights granted to Licensee under the Agreement shall include an exclusive right of vehicular ingress and egress across the Access Area shown on Exhibit C to allow Licensee access to the Compound Area.
- b. Rights granted to Licensee under the Agreement shall include a non-exclusive right across the areas shown in the Map as "Proposed Fiber Corridor 10' Wide" and "Proposed Fiber & Telco Corridor 15' Wide" (collectively, the "Fiber Corridors") for the (installation of underground fiber optic cable and underground telecommunications infrastructure) (collectively "Infrastructure") to serve the Network Hut Site. Any installations pursuant to this provision shall be at a depth mutually acceptable to City and Licensee. The City shall provide Licensee 90 days notice of any proposed use of the Fiber Corridors by the City or a third party lessee, permittee, grantee, licensee, or franchisee of the City. If Licensee elects to relocate its Infrastructure due to the shared use of the Fiber Corridors or if the City requires the relocation of Licensee's Infrastructure for a reasonable and necessary public use of the Fiber Corridors, Licensee shall relocate its Infrastructure to a mutually agreeable location at Licensee's expense.
- c. Licensee shall have the non-exclusive right to enter and traverse City-owned property to access the Network Hut Site for the purposes stated in the Agreement, provided that Licensee does not interfere with City's use of such property and such access is limited to property reasonably necessary to allow Licensee access to the Network Hut Site from the nearest adjacent public right-of-way. Licensee acknowledges that the intent of the parties is for the Access Area to be the primary path for access to the Network Hut Site.
- d. Site Plan approval must be obtained prior to commencement of construction. The approved Site Plan shall not vary substantively from Exhibit C.
- e. Licensee will install vegetative screening ("Required Vegetation") around the hut site in full conformance with the requirements of the Unified Development Ordinance . Licensee will maintain the Required Vegetation throughout the lease period and will replace any Required Vegetation that dies or becomes diseased during the lease

period. Pruning, maintenance, and replacement of the Required Vegetation will be performed by Licensee pursuant to specifications or requirements approved by the City of Durham—General Services Department.